

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	CRIMINAL NO.:
	:	
v.	:	18 U.S.C. §§ 371, 982, 1341, 1343,
	:	1346, 1956, 1957 & 2
LARRY HARBER,	:	
MICHAEL SEES,	:	
a/k/a "Mike Hunter,"	:	
JAMES STEUER,	:	
a/k/a "Jim Edwards,"	:	
CARLOS CRUZ,	:	
a/k/a "Tom Harper,"	:	
JOHN MULLEN,	:	
a/k/a "John Stevens," and	:	
RANDI LYONS WASSMER	:	

INDICTMENT

COUNT ONE

The Grand Jury in and for the District of New Jersey, sitting at Camden,
charges that:

THE DEFENDANTS

1. From in or about the mid-1980's and continuing through at least December 2000, defendant LARRY HARBER was the head of a telemarketing business that sold lighting and maintenance supplies, such as fluorescent and incandescent light bulbs and ballasts, trash can liners, penetrating oil, cleaners, toilet paper, paper towels and duct tape to corporations, and other for-profit and not-for profit entities and institutions. The telemarketing business was run through companies owned by defendant LARRY HARBER.

At all times material to this indictment:

2. Defendant LARRY HARBER developed and oversaw the sales practices of the telemarketing business, which included targeting gullible and corrupt employees at companies that used lighting and maintenance supplies, bribing targeted employees at these companies with gift certificates and other items to induce them to place orders for grossly overpriced lighting and maintenance supplies, and then causing the supplies to be shipped by interstate carriers to the companies and invoices to be mailed through the United States Postal Service to the bribed employees' companies for payment. Defendant LARRY HARBER was responsible for developing sales pitches used in his telemarketing business, for hiring and determining the terms and benefits of employees and other staff in the business, including wages, salaries and the terms of bonuses and commissions paid, selecting and pricing merchandise to be sold by the telemarketing business, and the items used to bribe employees at victim companies, negotiating prices with his suppliers, and supervising directly and indirectly those working in his telemarketing business, including those who did its sales, buying, bookkeeping, packing and shipping, collections, verification of sales, and office work.

3. Defendants MICHAEL SEES, a/k/a "Mike Hunter," JAMES STEUER, a/k/a "Jim Edwards," CARLOS CRUZ, a/k/a "Tom Harper," JOHN MULLEN, a/k/a "John Stevens," and RANDI LYONS WASSMER were salesmen in defendant LARRY HARBER's telemarketing business. They were paid by defendant HARBER as independent contractors on a commission basis for sales generated by their work. The defendants worked with and supervised other participants in the telemarketing business who, in various capacities, made telephone calls to victim companies in furtherance of sales for the telemarketing business.

4. Defendants MICHAEL SEES, JAMES STEUER, CARLOS CRUZ, JOHN MULLEN, and RANDI LYONS WASSMER used aliases, represented themselves to be working for different businesses, and used a variety of addresses and locations in the telemarketing business.

THE TELEMARKETING BUSINESS

5. The companies the defendants used in the telemarketing business were primarily CSC Supply, Inc. and its subsidiaries, affiliates or related companies. Defendant LARRY HARBER incorporated CSC Supply, Inc. under the name of Dura-Plastics, Inc. in New Jersey on or about December 10, 1975. Defendant HARBER changed its name to CSC Supply, Inc., in 1991. Defendant HARBER was its sole director, shareholder and President.

6. The principal place of business of CSC Supply and the primary location of the telemarketing business was 121 White Horse Pike, Clementon, New Jersey. In addition, at various times relevant to this Indictment, defendants LARRY HARBER, MICHAEL SEES, JAMES STEUER, CARLOS CRUZ, JOHN MULLEN, and RANDI LYONS WASSMER, and others known and unknown to the grand jury used at least the following additional locations to conduct the telemarketing business: 717 Erial Road, Pine Hill, New Jersey, 1288 Route 73, Mount Laurel, New Jersey, 1 Levitt Parkway, Willingboro, New Jersey, and 469 N. Federal Highway, Pompano Beach, Florida. In the early 1990's, defendant HARBER also did business from a Pennsylvania office located at 3070 Bristol Pike, Bensalem, Pennsylvania. After entering into an Assurance of Voluntary Compliance with the Office of the Attorney General of the Commonwealth of Pennsylvania to cease deceptive practices,

however, defendant HARBER closed the Pennsylvania location.

7. Among the business names and addresses defendants LARRY HARBER, MICHAEL SEES, JAMES STEUER, CARLOS CRUZ, JOHN MULLEN, and RANDI LYONS WASSMER used to effect their telemarketing sales were:

- a. AAA Industries, Inc.
717 Erial Road
Pine Hill, New Jersey 08021
- b. ABC Supply, Inc.
121 White Horse Pike
Clementon, New Jersey 08021
- c. Capital Supply, Inc.
1288 Route 73 South (Suite 240)
Mt. Laurel, New Jersey 08054;
- d. Capital Supply, Inc.
P.O. Box 875
Clementon, New Jersey 08021
- e. Champion Supply Corp.
3640-A Concord Pike
Wilmington, Delaware
- f. Champion Supply Corp.
2207 Concord Pike #215
Wilmington, Delaware 19803
- g. Champion Supply Corp.
P. O. Box 1114
Pine Hill, New Jersey 08021
- h. Global Products and Supplies, Inc.
717 Erial Road,
Pine Hill, New Jersey 08021
- i. Global Products & Supply, Inc.
P.O. Box 1114
Pine Hill, New Jersey 08021

- j. Liberty Supply Corp.
P.O. Box 4112,
Lindenwold, New Jersey 08021
- k. Liberty Supply, Inc.
P.O. Box 389
Clementon, New Jersey 08021
- l. Point Products, Inc.
P.O. Box 4059
Lindenwold, New Jersey 08021
- m. Ultra Products & Supply, Inc.
P.O. Box 1113
Pine Hill, New Jersey 08021
- n. U.S. Supply, Inc.
P.O. Box 1113,
Pine Hill, New Jersey 08021
- o. Vista Gifts, Inc.
P.O. Box 22
Pine Hill, New Jersey 08021

8. Receipts paid to these companies by check, wire transfer and other means were deposited into bank accounts controlled by defendant LARRY HARBER.

9. Defendant LARRY HARBER used the funds generated by the telemarketing business to pay, among other things, commissions to MICHAEL SEES, JAMES STEUER, CARLOS CRUZ, JOHN MULLEN, and RANDI LYONS WASSMER, both personally and to corporations they owned, or as which they did business, as well as to pay vendors, employee wages, salaries and bonuses, rent, utilities, postal and freight expenses of the telemarketing business.

10. The telemarketing business offered bribes and sold maintenance supplies to law enforcement authorities acting in an undercover capacity, claiming to be

employees with authority to place orders for maintenance supplies at four different fictitious companies: Clearbrook Country Club, Hillside Manor Center, Powerhouse Gym and Fitness, and Stone and Thomas Paperboard.

11. The telemarketing business mailed maintenance supplies and invoices to these fictitious companies at the addresses provided by law enforcement authorities acting in an undercover capacity. Among the supplies shipped were, for example, 200 trash can liners, which were invoiced at \$191.99, plus a shipping and handling charge of \$51.23, for a total price of \$243.12.

12. Once an invoice was paid, the defendants telephoned the company again to offer another bribe in return for another sale.

13. For the orders placed with the fictitious businesses, the telemarketing business mailed bribes at the residential addresses provided by law enforcement authorities acting in an undercover capacity.

14. From no later than in or about 1991 through at least in or about December 2000, in the District of New Jersey and elsewhere, defendants

LARRY HARBER,
MICHAEL SEES, a/k/a "Mike Hunter,"
JAMES STEUER, a/k/a "Jim Edwards,"
CARLOS CRUZ, a/k/a "Tom Harper,"
JOHN MULLEN, a/k/a "John Stevens,"
and
RANDI LYONS WASSMER,

did knowingly and wilfully conspire and agree with each other and others to commit mail fraud and wire fraud, contrary to Title 18, United States Code, Sections 1341 and 1346, and Title 18, United States Code, Sections 1343 and 1346.

MANNER AND MEANS

15. It was part of the conspiracy that defendant LARRY HARBER maintained several locations at which his sales staff used banks of telephones to generate sales of lighting and maintenance supplies at grossly inflated prices.

It was a further part of the conspiracy that:

16. The defendants targeted the telemarketing business' sales to custodial and maintenance employees with purchasing authority for lighting and maintenance supplies used by the companies and businesses for which they worked (the "victim companies").

17. Defendants LARRY HARBER, MICHAEL SEES, JAMES STEUER, CARLOS CRUZ, JOHN MULLEN, and RANDI LYONS WASSMER, induced targeted employees at victim companies to place orders for huge quantities of merchandise at grossly inflated prices by bribing the employees with gifts sent to the employees' homes. The defendants routinely sold products to victim companies at five to ten times the price at which that product was standardly available.

18. To maximize profits on each sale and to promote repeat sales to the targeted employees, defendants LARRY HARBER, MICHAEL SEES, JAMES STEUER, CARLOS CRUZ, JOHN MULLEN, and RANDI LYONS WASSMER developed sales techniques to more effectively identify employees susceptible to bribes.

19. The sales techniques developed and used by defendants LARRY HARBER, MICHAEL SEES, JAMES STEUER, CARLOS CRUZ, JOHN MULLEN, and RANDI LYONS WASSMER targeted to custodial and maintenance employees at victim

companies incorporated a series of misrepresentations, direct, by implication and by omission. Among the misrepresentations were those as to the costs, quantity and quality of the products they were selling, as well as that there had been a prior and on-going business relationship between the victim company and the telemarketer, that the telemarketer would not receive a commission or profit from the sale, that the victim company's employee would receive a gift even if he did not make a purchase, and that the telemarketer was in the business of manufacturing lighting products.

20. In the telemarketing business defendants LARRY HARBER, MICHAEL SEES, JAMES STEUER, CARLOS CRUZ, JOHN MULLEN, and RANDI LYONS WASSMER worked with subordinates and others who were described as "fronters," "closers," "verifiers," and "paid-up salesmen."

21. "Fronters" were telemarketing employees paid by one of defendant LARRY HARBER'S companies an hourly wage and bonuses. Fronters placed unsolicited calls (sometimes called "cold calls") to companies with which the defendants and the telemarketing businesses had had no prior business relationship. Defendants LARRY HARBER, MICHAEL SEES, JAMES STEUER, CARLOS CRUZ, JOHN MULLEN, and RANDI LYONS WASSMER gave fronters names and telephone numbers of potential victim companies. It was the job of the fronters to secure the name and home address of custodial and maintenance employees with purchasing authority for lighting and maintenance supplies at the company. The name and address of such an employee constituted what was called a "lead." Defendant HARBER required fronters to generate 10 leads a day.

22. Defendant LARRY HARBER directed his sales force not to do

business with company owners, with government agencies and with women.

23. The defendants directed fronters to say to targeted employees that the telemarketing company was going to send a gift certificate for, for example, Sears, or Wal-Mart to the employee's home. In fact, the gift was a bribe that was mailed only to those employees who agreed to place orders and usually only to those who agreed to disclose their home addresses. Targeted custodial and maintenance employees who agreed to accept a bribe sent to their homes and who placed orders were sometimes referred to as "takers" or "mooches."

24. Defendant LARRY HARBER, through Vista Gifts, handled the bribes. Defendant HARBER paid individuals to keep track of bribes promised and delivered. Defendant HARBER also sold to his commission sales staff the gift certificates and other items that they used to bribe takers. The business of Vista Gifts was conducted by and under the direction of defendant HARBER at 121 White Horse Pike, Clementon, New Jersey, and its records were maintained at that location.

25. "Verifiers," were employed by defendant LARRY HARBER to confirm with takers their names, home addresses, and the order that the bribe taker had placed.

26. "Closers" were employees of the telemarketing business paid by defendant LARRY HARBER to follow-up cold calls of fronters to secure sales to bribe takers.

27. The defendants and their telemarketing personnel avoided telling takers and other customers and potential customers the exact price of any item they were proposing to sell, the price per case and the shipping charges, all of which were

usually grossly excessive. Defendants' practice, by implication, omission and otherwise, was to leave customers with the false impression that they had been quoted a price for a case of product, when, in fact, they had been quoted a "per item" or unit price.

28. The defendants encouraged those who were responsible for securing the first delivery to a victim company of an order placed by a new taker with the defendants' telemarketing business to be within the taker's expenditure authority. Initial sales were usually kept under \$500. This also had the effect of minimizing detailed review of the transaction by the those at the victim company responsible for paying the invoice.

29. Once an initial invoice was paid, the account was described as "paid up." A separate set of salesmen dealt with "paid up" accounts. They were called "paid up salesmen" and sales managers. To develop a taker into someone who would place repeat orders, a "paid up salesman," would contact a taker to secure additional, often much larger sales to the victim company. For each successful sale, a bribe was either mailed or otherwise delivered to the employee or was promised prospectively.

30. Defendants LARRY HARBER, MICHAEL SEES, JAMES STEUER, CARLOS CRUZ, JOHN MULLEN, and RANDI LYONS WASSMER used a variety of methods to avoid detection at the victim company of the true nature and extent of the orders placed by the taker, that is, the victim company's custodial or maintenance employee, with the telemarketing business. For example, the defendants caused an order that had been placed by a taker at one time to be billed on two or more invoices ("split invoices"); they caused split invoices to show and to be mailed on staggered

dates; they caused invoices and packing slips to obscure what was being purchased and the cost per item; they caused lighting and maintenance supplies to be shipped using different company names (e.g., Capital Supply and Liberty Supply) to make it appear that there had been purchases from several different suppliers; and they caused supplies to be sent in staggered shipments.

31. The defendants often recouped all the costs of the merchandise ordered and shipping fees in grossly inflated shipping and handling charges they added to invoices to victim companies.

32. To increase the likelihood that victim companies would not return merchandise and would pay the grossly inflated prices charged, defendants LARRY HARBER, MICHAEL SEES, JAMES STEUER, CARLOS CRUZ, JOHN MULLEN, and RANDI LYONS WASSMER said that returns would only be accepted within 30 days of shipment. The defendants, however, often mailed invoices that showed the total cost of the order for that product 30 days or more after shipment.

33. To minimize contacts with law enforcement and with regulatory agencies regarding their sales practices, and to increase the likelihood that they would stay in business, the defendants attempted to minimize customer complaints. To this end, defendants LARRY HARBER, MICHAEL SEES, JAMES STEUER, CARLOS CRUZ, JOHN MULLEN, and RANDI LYONS WASSMER permitted victim companies that questioned invoices to negotiate down the prices of grossly overpriced goods shipped, to return some or all goods, sometimes charging a “restocking fee,” and did not seek recourse for goods that were not returned, whether or not they had been ordered and whether or not they were paid for.

34. Paid up salesmen sometimes worked in partnerships and shared the commissions they generated from their telemarketing sales. For example, defendants CARLOS CRUZ and RANDI LYONS WASSMER worked as partners, usually using the name Point Products as the business for which they were selling merchandise, and shared the commissions each generated.

35. Defendant LARRY HARBER negotiated the commissions he paid his salesmen. In addition, the commissions that he paid varied with the price a salesman succeeded in charging a victim company: the higher the price, the higher the commission.

36. Defendants LARRY HARBER, MICHAEL SEES, JAMES STEUER, CARLOS CRUZ, JOHN MULLEN, and RANDI LYONS WASSMER developed takers throughout the United States whom they bribed to place orders for lighting and maintenance supplies at grossly inflated prices.

37. The invoices that defendant LARRY HARBER caused to be sent to the victim companies on these sales assessed exorbitant "handling and shipping" charges, sometimes approximating ten per cent of the cost of goods sold, and often meeting Harber's actual costs of goods and shipping.

38. Among the thousands of victims companies, the defendants developed takers in the businesses listed below and generated sales in the following approximate amounts:

COMPANY	APPROXIMATE SALES
a. Helicopter Support Orange, Connecticut	\$ 300,000

b.	Erie Family Health Center Chicago, Illinois	\$ 110,000
c.	Valley Asphalt Sharonville, Ohio	\$ 80,000
d.	Ruder Finn New York, New York	\$ 80,000
e.	Sycaun Gaming El Cajon, California	\$ 75,000
f.	Mobile Chemical Beaumont, Texas	\$ 70,000
g.	JayTec Portland, Indiana	\$ 60,000
h.	University of Pennsylvania Philadelphia, Pennsylvania	\$ 48,000
i.	Alvin & Company Windsor, Connecticut	\$ 44,000
j.	Executive Caterers Cleveland, Ohio	\$ 43,000
k.	Service Employees International Union Washington, D.C.	\$ 38,000
l.	Mescalero Apache Mescalero, New Mexico	\$ 35,000

39. Between approximately 1994 and on or about May 18, 1998, on the basis of sales by the defendants, their employees, and other co-conspirators known and unknown to the grand jury, defendant LARRY HARBER caused to be generated invoices to victim companies in the amount of approximately \$23 million and received and deposited into bank accounts controlled by him approximately \$12 million.

OVERT ACTS

In furtherance of the conspiracy and to achieve its objects, defendants LARRY HARBER, MICHAEL SEES, JAMES STEUER, CARLOS CRUZ, JOHN MULLEN, and RANDI LYONS WASSMER committed the following overt acts, among others, within the District of New Jersey and elsewhere:

A. SOUTH CAROLINA ELECTRIC & GAS COMPANY (Abbeville, South Carolina)

1. On or about May 1, 1998, defendants LARRY HARBER and JOHN MULLEN caused the check of South Carolina Gas & Electric Company for \$671.52, to be issued and mailed to Capital Supply, to be deposited into the account of CSC Supply, which check was in payment of South Carolina Gas Electric's employee order on or about December 11, 1998, of 48 cans of penetrating oil at \$13.99 each, billed on Capital Supply invoice no. 132060, January 14, 1998.

2. On or about May 8, 1998, defendants LARRY HARBER and JOHN MULLEN caused to be mailed to an employee of the South Carolina Electric & Gas Company an Incentive Pro Shops catalog and ten greens fees, which cost \$125.

3. On or about June 11, 1998, defendants LARRY HARBER and JOHN MULLEN caused South Carolina Gas & Electric Company to issue and mail its check for \$959.40 to Capital Supply, in payment of a portion of South Carolina Gas Electric's employee order on or about March 5, 1998, of 120 tubes of hand cleaner at \$15.99 each for a total of \$1,918.80, which was billed on Capital Supply invoices no. 137015 and 137016, dated April 8, 1998 and April 15, 1998, respectively.

**B. ERIE FAMILY HEALTH CENTER
(Chicago, Illinois)**

4. On or about May 7, 1998, defendant RANDI LYONS WASSMER secured from an Erie Family Health Center employee an order of \$5,014.29, including 25 cases of "C-fold" paper towels at \$58.95 per case, 18 cases of toilet paper at \$125.60 per case, 8 cases of facial tissue, at \$89.98 per case, and 2 cases of anti-bacterial hand soap at \$279.95 per case.

5. On or about May 7, 1998, defendant LARRY HARBER okayed the the May 7, 1998 sale to Erie Family Health Center itemized on Point Products invoice no. 235066.

6. On or about May 13, 1998, defendants LARRY HARBER and RANDI LYONS WASSMER caused to be issued invoice no. 235066 from Point Products to Erie Family Health Center, with a charge of \$5,515. 72. This charge included \$501.43 for "shipping and handling."

7. In or about January 1999, defendant LARRY HARBER caused the check of Erie Family Health Center for \$5,515.72, issued and mailed to Point Products on or about December 30, 1998, in payment of Point Product's invoice no. 235066, to be deposited into the account of ABC Supply.

8. On or about October 13, 1998, defendant LARRY HARBER caused to be issued invoice no. 300267 from Champion Supply Corp. to Erie Family Health Center with a charge of \$9,229.40, for 12 cases of germicidal hand-cleaner, 8 cases of glass cleaner, 20 cases of toilet paper and shipping and handling charges.

9. On or about November 4, 1998, defendant LARRY HARBER

caused to be issued invoice number 300364 from Champion Supply Corp. to Erie Family Health Center with a charge of \$7,222.26, for 1 case of germicidal cleaner at \$1,103.52 per case, 1 case of glass cleaner at \$1,919.04 per case, 20 cases of toilet paper for \$3,999.80, and shipping and handling charges, which invoice replaced invoice number 300267.

10. On or about December 21, 2000, defendant LARRY HARBER caused to be sent by facsimile from the offices of CSC Supply to Erie Family Health Center, a duplicate copy of invoice no. 300364, in the amount of \$7,222.26, for 1 special case of germicidal cleaner at \$1,103.52 per case, 1 case of ammonia glass cleaner at \$1,919.00 a case, 20 cases of toilet paper for \$3999.80, and \$199.00 for shipping and handling, and a duplicate copy of invoice number 300631 from Champion Supply Corp. to Erie Family Health Center, in the amount of \$4,352.10, for 8 cases of antibacterial hand soap at \$160.75 per case, 10 cases of toilet paper at \$177.51 per case, 8 cases of facial tissue at \$89.15 per case, 12 dust mop heads at \$19.65 each, and \$342 for shipping and handling.

11. On or about December 21, 2000, defendant LARRY HARBER caused to be sent from the offices of CSC Supply, Inc. a letter to Erie Family Health Center, offering to accept \$9,500 to payoff invoices no. 300364 and 300631, which totaled \$11,574.36.

**C. UNIVERSITY OF PENNSYLVANIA
MUSEUM OF ARCHAEOLOGY AND ANTHROPOLOGY
(Philadelphia, Pennsylvania)**

12. On or about June 22, 1998, defendant CARLOS CRUZ secured from a University of Pennsylvania, Museum of Archaeology and Anthropology

maintenance supervisor an order of \$2,004.06, including 60 light bulbs at \$29.99 each and shipping and handling charges of \$204.66, which cost was to be billed to a University of Pennsylvania Museum MasterCard account.

13. On or about July 10, 1998, defendants LARRY HARBER and CARLOS CRUZ caused to be issued invoice no. 235945 from Point Products to the University of Pennsylvania Museum of Archaeology and Anthropology, with a charge of \$2004.06.

14. On or about July 30, 1998, defendants LARRY HARBER and CARLOS CRUZ caused ABC Supply, in partial payment of Point Products invoice no. 235945, to charge to the University of Pennsylvania \$999.99 on a Bank One MasterCard, a credit card of the University of Pennsylvania, Museum of Archaeology and Anthropology, issued to its maintenance supervisor, which card had a per transaction limit of \$1,000.

15. On or about September 8, 1998, defendant LARRY HARBER caused ABC Supply, in partial payment of Point Products invoice no. 235945, to charge \$999.99 to the University of Pennsylvania, on a Bank One MasterCard, a credit card of the University of Pennsylvania, Museum of Archaeology and Anthropology issued to its maintenance supervisor, which card had a per transaction limit of \$1,000.

16. On or about July 13, 1998, defendants LARRY HARBER and CARLOS CRUZ caused to be issued on or about July 22, 1998, invoice no. 236080 from Global Products & Supply to the University of Pennsylvania, Museum of Archaeology and Anthropology, with a charge of \$900.38, for two special cases of 3" duct tape at \$175.84 per case, and 4 special cases of paper table covers at \$110.40

per case, and \$107.10 for shipping and handling.

17. On or about September 15, 1998, defendant LARRY HARBER caused ABC Supply, in payment of Global Products & Supply invoice no. 236080, to charge \$900.38, on a Bank One MasterCard, a credit card of the University of Pennsylvania, Museum of Archaeology and Anthropology, issued to its maintenance supervisor, which card had a per transaction limit of \$1,000.

**D. RUDER FINN
(New York, New York)**

18. On or about July 7, 1998, defendant MICHAEL SEES secured from an employee of Ruder Finn an order of \$4,319.62, for 48 special cases of ballasts at \$89.99 per case.

19. On or about July 20, 1998, defendants LARRY HARBER and MICHAEL SEES caused to be issued invoice no. 144518 from Capital Supply to Ruder Finn, with a charge of \$1,439.84.

20. On or about July 27, 1998, defendants LARRY HARBER and MICHAEL SEES caused to be issued invoice no. 144519 from Capital Supply to Ruder Finn, with a charge of \$1,439.84.

21. On or about August 3, 1998, defendants LARRY HARBER and MICHAEL SEES caused to be issued invoice no. 144520 from Capital Supply to Ruder Finn, with a charge of \$1,439.84.

22. On or about January 8, 1999, defendants LARRY HARBER and MICHAEL SEES caused Ruder Finn to issue and mail its check for \$1,439.84 in payment of its employee's order invoiced July 20, 1998 in the amount of \$1,439.84, for

16 special cases of ballasts at \$89.99 per case.

23. On or about December 17, 1998, defendants LARRY HARBER and MICHAEL SEES caused Ruder Finn to issue and mail its check for \$1,439.84 in payment of its employee's order invoiced on or about on or about July 27, 1998, for \$1,439.84, for 16 special cases of ballasts at \$89.99 per case.

24. On or about February 12, 1999, defendants LARRY HARBER and MICHAEL SEES caused Ruder Finn to issue and mail its check for \$1,439.84 in payment of its employee's order invoiced on or about August 3, 1998, for \$1,439.84, for 16 special cases of ballasts at \$89.99 per case.

25. On or about September 9, 1998, defendant MICHAEL SEES secured from an employee of Ruder Finn an order of at least \$3,108.00, for 90 light bulbs at \$34.54 each.

26. On or about September 9, 1998, defendants LARRY HARBER and MICHAEL SEES caused to be issued invoice no. 148424 from Capital Supply to Ruder Finn, with a charge of \$1,036.20.

27. On or about September 25, 1998, defendants LARRY HARBER and MICHAEL SEES caused to be issued invoice no. 148424 from Capital Supply to Ruder Finn, with a charge of \$1,036.20.

28. On or about October 9, 1998, defendants LARRY HARBER and MICHAEL SEES caused to be issued invoice no. 148426 from Capital Supply to Ruder Finn, with a charge of \$1,036.20.

29. On or about October 16, 1998, defendants LARRY HARBER and MICHAEL SEES caused to be issued invoice no. 148427 from Capital Supply to Ruder

Finn, with a charge of \$1,036.20.

30. On or about November 9, 1998, defendants LARRY HARBER and MICHAEL SEES caused Ruder Finn to issue and mail its check for \$1,036.20 in payment of its employee's order invoiced on or about September 25, 1998, for \$1,036.20, for 30 light bulbs at \$34.54 each.

31. On or about March 25, 1999, defendants LARRY HARBER and MICHAEL SEES caused Ruder Finn to issue and mail its check for \$1,036.20 in payment of its employee's order invoiced on or about October 9, 1998, for \$1,036.20, for 30 light bulbs at \$34.54 each.

32. On or about June 8, 1999, defendants LARRY HARBER and MICHAEL SEES caused Ruder Finn to issue and mail its check for \$2,072.40 in payment of its employee's order invoiced on or about October 16, 1998, for \$1,036.20, for 30 light bulbs at \$34.54 each.

33. On or about November 3, 1998, defendant MICHAEL SEES secured from an employee of Ruder Finn an order of approximately \$3,359.76 for 24 quartz ballasts at \$139.99 each.

34. On or about November 9, 1998, defendants LARRY HARBER and MICHAEL SEES caused to be issued invoice no. 150759 from Liberty Supply to Ruder Finn, with a charge of \$1,119.92.

35. On or about November 16, 1998, defendants LARRY HARBER and MICHAEL SEES caused to be issued invoice no. 150760 from Liberty Supply to Ruder Finn, with a charge of \$1,119.92.

36. On or about November 23, 1998, defendants LARRY HARBER and

MICHAEL SEES caused to be issued invoice no. 150761 from Liberty Supply to Ruder Finn, with a charge of \$1,119.92.

37. On or about June 8, 1999, defendants LARRY HARBER and MICHAEL SEES caused Ruder Finn to issue and mail its check for \$1,119.92 in payment of its employee's order invoiced on or about November 16, 1998, for \$1,119.92, for 8 quartz ballasts at \$139.99 each.

38. On or about April 27, 1999, defendants LARRY HARBER and MICHAEL SEES caused Ruder Finn to issue and mail its check for \$2,239.84 in payment of its employee's order invoiced on or about November 9, 1998, and November 23, 1998, each for \$1,119.92, for 8 quartz ballasts at \$139.99 each.

39. On or about June 22, 1999, defendants LARRY HARBER and MICHAEL SEES caused Ruder Finn to issue and mail its check for \$4,307.96 in payment of its employee's order invoiced on or about January 27, 1999, February 26, 1999, and a third date from Capital Supply on invoice no. 158549, and two others.

40. On or about July 29, 1999, defendants LARRY HARBER and MICHAEL SEES caused to be issued to Ruder Finn, an invoice from Capital Supply, totaling \$4,320.94, for 240 3-way light bulbs at \$8.99 each, and 240 of two other kinds of items identified by number only, sold at \$3.99 each, plus shipping and handling charges of \$248.14.

**E. SERVICE EMPLOYEES INTERNATIONAL UNION
(Washington, D.C.)**

41. On or about May 6, 1998, defendants LARRY HARBER and JAMES STEUER caused Service Employees International Union, a service

organization for maintenance union employees and others, to issue and mail its check for \$3,098.92 to CSC Supply, in payment of a portion of Service Employees International Union employee's order on or about February 12, 1998, of 72 flood reflectors at \$17.99 each, and 120 items described as "weatherproof," at \$23.99 each, shipped on or about March 9, 1998, the billing for which was split between CSC Supply invoices no. 35910 and 35911.

**F. SHADOW LAKE CONDOMINIUM ASSOCIATION
(Redbank, New Jersey)**

42. On or about May 1, 1998, defendants LARRY HARBER and MICHAEL SEES caused to be verified an order placed on or about May 1, 1998, to Capital Supply from an employee of the Shadow Lake Condominium Association of \$1,485.90, for 90 light bulbs at \$11.99 each, and for 60 each of two kinds of light bulbs at \$3.39 each.

43. On or about May 1, 1998, defendant MICHAEL SEES directed in connection with the order placed on May 1, 1998, by an employee of the Shadow Lake Village Condominium Association, that a bribe of a \$100 gift certificate from Home Depot be sent to the employee, that no freight be charged on the order and that shipping be delayed until May 10, 1998.

**G. VALLEY ASPHALT CORPORATION
(Sharonville, Ohio)**

44. On or about May 27, 1998, defendant MICHAEL SEES was unwilling to agree to give to Valley Asphalt Corporation a list of all the bribes offered to and accepted by Valley Asphalt's employee in 1997 and 1998.

In violation of Title 18, United States Code, Section 371.

COUNT TWO

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 13 and 15 through 39 of Count One are realleged and incorporated herein.

2. From in or about 1994 through in or about December 2000, in the District of New Jersey and elsewhere, defendants

LARRY HARBER,
MICHAEL SEES, a/k/a "Mike Hunter,"
JAMES STEUER, a/k/a "Jim Edwards,"
CARLOS CRUZ, a/k/a "Tom Harper,"
JOHN MULLEN, a/k/a "John Stevens,"
and
RANDI LYONS WASSMER,

knowingly and wilfully devised and intended to devise a scheme to defraud corporations, entities and institutions of money and property by means of false and fraudulent pretenses, representations and promises, and of their intangible right to honest services.

3. On or about June 11, 1998, in the District of New Jersey and elsewhere, defendants

LARRY HARBER
and
JOHN MULLEN, a/k/a "John Stevens,"

having devised and intending to devise the scheme, and for the purpose of executing and attempting to execute the scheme, caused to be delivered by mail according to the directions thereon, an envelope addressed to Capital Supply, Inc., P.O. Box 875, Clementon, New Jersey 08021, containing the check of South Carolina Gas & Electric Company for \$950.40.

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

COUNT THREE

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 13 and 15 through 39 of Count One and paragraph 2 of Count Two are realleged and incorporated herein.
2. On or about May 13, 1998, in the District of New Jersey and elsewhere, defendants

LARRY HARBER,
CARLOS CRUZ, a/k/a "Tom Harper,"
and
RANDI LYONS WASSMER,

having devised and intending to devise the scheme as alleged in paragraph 2 of Count Two, and for the purpose of executing and attempting to execute the scheme, caused to be delivered by mail according to the directions thereon, an envelope addressed to Erie Family Health Center, 2826 Ridgeland Avenue, Berwyn, Illinois 60402, Point Products invoice number 235066, in the amount of \$5,515.72, for maintenance supplies ordered by an employee of Erie Family Health Center.

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

COUNT FOUR

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 13 and 15 through 39 of Count One and paragraph 2 of Count Two are realleged and incorporated herein.
2. On or about December 30, 1998, in the District of New Jersey and elsewhere, defendant

LARRY HARBER,

having devised and intending to devise the scheme, as alleged in paragraph 2 of Count Two, and for the purpose of executing and attempting to execute the scheme, caused to be delivered by mail according to the directions thereon an envelope addressed to Point Products, Inc., P.O. Box 4059, Lindenwold, New Jersey 08021, containing Erie Family Health Center's check for approximately \$5,515.72, in payment of merchandise described in invoice number 235066.

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

COUNT FIVE

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 13 and 15 through 39 of Count One and paragraph 2 of Count Two are realleged and incorporated herein.

2. On or about November 4, 1998, in the District of New Jersey and elsewhere, defendant

LARRY HARBER,

having devised the scheme, and intending to devise the scheme, as described in paragraph 2 of Count Two, and for the purpose of executing and attempting to execute the scheme, caused to be delivered by mail according to the directions thereon, an envelope addressed to Erie Family Health Center, 1701 W. Superior Avenue, Chicago, Illinois, 60622, containing Champion Supply Corporation's invoice no. 300364, in the amount of \$7,222.26, for maintenance supplies, including 1 special case of germicidal hand-cleaner, 1 case of glass cleaner and 20 cases of toilet paper.

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

COUNT SIX

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 13 and 15 through 39 of Count One and paragraph 2 of Count Two are realleged and incorporated herein.

2. On or about November 4, 1998, in the District of New Jersey and elsewhere, defendant

LARRY HARBER,

having devised the scheme and intending to devise the scheme, as alleged in paragraph 2 of Count Two, and for the purpose of executing and attempting to execute the scheme, caused to be delivered according to the directions placed thereon, an envelope addressed to Erie Family Health Center, 1701 W. Superior Avenue, Chicago, Illinois, 60622, containing Champion Supply Corporation's invoice number 300364, for \$7,222.26, for maintenance supplies, including 1 case of germicidal hand-cleaner at \$1,103.52 per case, 1 case of glass cleaner at \$1,919.04 per case and 20 cases of toilet paper for \$3,999.80.

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

COUNT SEVEN

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 13 and 15 through 39 of Count One and paragraph 2 of Count Two are realleged and incorporated herein.
2. On or about December 21, 2000, in the District of New Jersey and elsewhere, defendant

LARRY HARBER,

having devised the scheme, and for the purpose of executing the scheme, caused to be transmitted by means of wire communication in interstate commerce from the defendant's telemarketing business in Clementon, New Jersey, to Erie Family Health Center, Chicago, Illinois, writings, signs, and signals, that is, a duplicate copy of Champion Supply Corp. invoice no. 300364, in the amount of \$7,222.26, for 1 case of germicidal hand-cleaner, 1 case of glass cleaner and 20 cases of toilet paper and a duplicate copy of invoice number 300631 dated February 24, 1999, in the amount of \$4,352.10 for 8 cases of antibacterial hand soap, 10 cases of toilet paper, 8 cases of facial tissue and 12 dust mop heads.

In violation of Title 18, United States Code, Sections 1343, 1346 and 2.

COUNT EIGHT

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 13 and 15 through 39 of Count One and paragraph 2 of Count Two are realleged and incorporated herein.

2. On or about December 21, 2000, in the District of New Jersey and elsewhere, defendant

LARRY HARBER,

having devised the scheme, and for the purpose of executing the scheme, as alleged in paragraph 2 of Count Two, caused to be transmitted by means of wire communication in interstate commerce from the defendant's telemarketing business in Clementon, New Jersey, to Erie Family Health Center, Chicago, Illinois, a letter offering to accept \$9,500 to pay off Champion Supply Corp. invoices number 300364 and 300631, for maintenance supplies ordered by an Erie Family Health Center employee, which invoices together totaled \$11,574.36.

In violation of Title 18, United States Code, Sections 1343, 1346 and 2.

COUNT NINE

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 13 and 15 through 39 of Count One and paragraph 2 of Count Two are realleged and incorporated herein.
2. On or about July 10, 1998, in the District of New Jersey and elsewhere, defendants

LARRY HARBER,
and
CARLOS CRUZ, a/ka "Tom Harper,"

having devised the scheme, and for the purpose of executing the scheme, as alleged in paragraph 2 of Count Two, caused to be transmitted by means of wire communication in interstate commerce from the defendant's telemarketing business in Clementon, New Jersey, to Chicago, Illinois, a charge in the amount of \$999.99, on a University of Pennsylvania Bank One MasterCard.

In violation of Title 18, United States Code, Sections 1343, 1346 and 2.

COUNT TEN

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 13 and 15 through 39 of Count One and paragraph 2 of Count Two are realleged and incorporated herein.

2. On or about September 8, 1998, in the District of New Jersey and elsewhere, defendant

LARRY HARBER,

having devised the scheme, and for the purpose of executing the scheme, as alleged in paragraph 2 of Count Two, caused to be transmitted by means of wire communication in interstate commerce from the defendant's telemarketing business in Clementon, New Jersey, to Chicago, Illinois, a charge in the amount of \$999.99, on a University of Pennsylvania Bank One MasterCard.

In violation of Title 18, United States Code, Sections 1343, 1346 and 2.

COUNT ELEVEN

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 13 and 15 through 39 of Count One and paragraph 2 of Count Two are realleged and incorporated herein.
2. On or about September 13, 1998, in the District of New Jersey and elsewhere, defendant

LARRY HARBER,

having devised the scheme, and for the purpose of executing the scheme, as alleged in paragraph 2 of Count Two, caused to be transmitted by means of wire communication in interstate commerce from the defendant's telemarketing business in Clementon, New Jersey, to Chicago, Illinois, a charge in the amount of \$900.38, on a University of Pennsylvania Bank One MasterCard.

In violation of Title 18, United States Code, Sections 1343, 1346 and 2.

COUNT TWELVE

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 13 and 15 through 39 of Count One and paragraph 2 of Count Two are realleged and incorporated herein.
2. On or about March 25, 1999, in the District of New Jersey and elsewhere, defendants

LARRY HARBER,
and
MICHAEL SEES, a/k/a "Mike Hunter,"

having devised the scheme and intending to devise the scheme, as alleged in paragraph 2 of Count Two, and for the purpose of executing and attempting to execute the scheme, caused to be delivered by mail according to the directions thereon, an envelope addressed to CSC Supply, Inc., P.O. Box 281, Mt. Laurel, New Jersey, 08054, containing Ruder Finn's check for approximately \$2,157.60.

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

COUNT THIRTEEN

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 13 and 15 through 39 of Count One and paragraph 2 of Count Two are realleged and incorporated herein.
2. On or about June 22, 1999, in the District of New Jersey and elsewhere, defendants

LARRY HARBER,
and
MICHAEL SEES, a/k/a "Mike Hunter,"

having devised and intending to devise the scheme, as alleged in paragraph 2 of Count Two, and for the purpose of executing and attempting to execute the scheme, caused to be delivered by mail according to the directions thereon, an envelope addressed to Capital Supply, Inc., P.O. Box 875, Clementon, New Jersey, 08021, containing Ruder Finn's check for approximately \$4,307.96.

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

COUNT FOURTEEN

The Grand Jury further charges that:

1. The allegations of paragraphs 1 through 13 and 15 through 39 of Count One and paragraph 2 of Count Two are realleged and incorporated herein.
2. On or about May 6, 1998, in the District of New Jersey and elsewhere, defendants

LARRY HARBER,
and
JAMES STEUER, a/k/a "Jim Edwards,"

having devised the scheme and intending to devise the scheme, as alleged in paragraph 2 of Count Two, and for the purpose of executing and attempting to execute the scheme, caused to be delivered by mail according to the directions thereon an envelope addressed to CSC Supply, Inc., P.O. Box 281, Mt. Laurel, New Jersey, containing Service Employees International Union's check for approximately \$3,098.92.

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

COUNTS FIFTEEN TO TWENTY-SEVEN

The Grand Jury further charges that:

1. The allegations of paragraphs 2 through 13 and 15 through 39 of Count One are realleged and incorporated herein.

2. From in or about 1994 through in or about April 1998, in the District of New Jersey and elsewhere, defendants

LARRY HARBER,
MICHAEL SEES, a/k/a "Mike Hunter,"
JAMES STEUER, a/k/a "Jim Edwards,"
CARLOS CRUZ, a/k/a "Tom Harper,"
JOHN MULLEN, a/k/a "John Stevens,"
and
RANDI LYONS WASSMER,

knowingly and wilfully devised and intended to devise a scheme to defraud corporations, entities and institutions of money and property by means of false and fraudulent pretenses, representations and promises, and of their intangible right to honest services.

3. On or about each of the dates listed below, each transaction constituting a separate count of this indictment, in the District of New Jersey, and elsewhere, defendants

LARRY HARBER,
MICHAEL SEES, a/k/a "Mike Hunter,"
JAMES STEUER, a/k/a "Jim Edwards,"
and
JOHN MULLEN, a/k/a "John Stevens,"

knowingly conducted and attempted to conduct, and aided and abetted the conducting, of financial transactions affecting interstate commerce, that is, the transfer of funds by check, a monetary instrument, in the approximate amounts set forth below:

(Checks written on ABC Supply's Account at Summit Bank)

COUNT	DATE	CHECK No.	APPROXIMATE DOLLAR AMOUNT
15	4/29/98	1619	\$ 1429.55 (APA Transport)
16	4/29/98	1638	\$ 32.00 (US Postal Service)
17	4/30/98	1652	\$ 22,432.25 (CSC, Payroll Account)
18	4/30/98	1635	\$ 205.23 (Bell South)
19	4/30/98	1643	\$ 122.26 (Atlantic Electric)
20	4/30/98	1644	\$ 129.45 (Atlantic Electric)

(Checks written on CSC Supply, Inc. Account, Summit Bank)

21	4/29/98	2180	\$ 536.17 (APA Transport)
22	4/29/98	2615	\$ 2,200.00 (Gracie Corp)
23	4/29/98	2611	\$ 7,500.00 (Hunter Corp)
24	4/29/98	2606	\$ 20,566.37 (C & C Manufacturing)
25	4/30/98	2613	\$ 3,200.00 (Dooner Industries)
26	4/30/98	2635	\$ 34,767.75 (CSC, Payroll account)

(Checks Written on Vista Gifts Account, Summit Bank)

27	4/30/98	0367	\$ 759.50 (Outdoor World Incentives)
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4. When conducting, aiding, abetting, and causing the financial transactions described in paragraph 3, defendants LARRY HARBER, MICHAEL SEES, JAMES STEUER and JOHN MULLEN, knew that the property involved in those financial transactions represented the proceeds of some form of unlawful activity.

5. The financial transactions described in paragraph 3 involved the

proceeds of a specified unlawful activity, that is, mail and wire fraud, in violation of Title 18, United States Code, Sections 1341, 1343 and 1346, and defendants acted with intent to promote the carrying on of specified unlawful activity.

All in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i) and 2.

COUNTS TWENTY-EIGHT and TWENTY-NINE

The Grand Jury further charges that:

1. The allegations of paragraphs 2 through 13 and 15 through 39 of Count One and paragraph 2 of Count Fifteen are realleged and incorporated herein.

2. On or about each of the dates listed below, each transaction constituting a separate count of this indictment, in the District of New Jersey, and elsewhere, defendant

LARRY HARBER,

knowingly and wilfully engaged and attempted to engage in, and aided and abetted, a monetary transaction affecting interstate or foreign commerce in criminally derived property of a value greater than \$10,000, that is, the transfer of funds by check, a monetary instrument, in the amounts set forth below, and these funds were derived from a specified unlawful activity, that is mail fraud and wire fraud, contrary to Title 18, United States Code, Sections 1341, 1343, and 1346:

(Check to CSC Supply, Inc./Payroll Account, Collective Bank
From to ABC Supply, Inc., Summit Bank)

COUNT	DATE	RECORD NO	APPROXIMATE DOLLAR AMOUNT
28	4/30/98	26005	\$22,432.25

(Check to CSC Supply, Inc./Payroll Account, Collective Bank
From CSC Supply, Summit Bank)

29	4/30/98	24179	\$34,767.75
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All in violation of Title 18, United States Code, Sections 1957 and 2.

NOTICE OF FORFEITURE

A. As a result of the violations of Title 18, United States Code, Sections 1956 and 1957 set forth in counts 15 through 29 of this Indictment, defendants

LARRY HARBER
MICHAEL SEES, a/k/a "Mike Hunter,"
JAMES STEUER, a/k/a "Jim Edwards,"
and
JOHN MULLEN, a/k/a "John Stevens,"

shall forfeit to the United States of America any and all property, real and personal, involved in such offenses, and any property traceable to such property, including, but not limited to, the sum of \$ 12,812,250, and:

1. Equity National Bank, Account No. 5255542 (CSC Supply, Payroll);
2. Equity National Bank, Account No. 5255543 (CSC Supply);
3. Equity National Bank, Account No. 5255518 (Vista Gifts);
4. Equity National Bank, Account No. 5256383 (Central Supply Co-op);
5. Equity National Bank, Account No. 5255484 (Global Products);
6. Equity National Bank, Account No. 5304365 (Hunter Corp.);
7. Equity National Bank, Account No. 5255450 (Liberty Supply);
8. Equity National Bank, Account No. 5255468 (Point Products);
9. Equity National Bank, Account No. 5255476 (US Supply);
10. Summit Bank, Account No. 3778002829 (ABC Supply);
11. Summit Bank, Account No. 3778002683 (CSC Supply, Inc.);
12. Summit Bank, Account No. 3778002719 (CSC Supply, Payroll);
13. Summit Bank, Account No. 3778002722 (Vista Gifts);

14. Commerce Bank, Account No. 0004817771 (Champion Supply);
15. Commerce Bank, Account No. 0004818373 (CSC Supply);
16. Commerce Bank, Account No. 0004818480 (CSC Supply);
17. Commerce Bank, Account No. 0004898169 (Hunter Corp);
18. First Union, Account No. 21009051783 (CSC);
19. Commerce Capital Accounts 6YC-018801, 6YC-018819, 6YC-018827 and 6YC-048907 (Larry & Patricia Harber);
20. Louis Rukeyser's Mutual Funds (Account of Larry Harber);
21. Sagemark Consulting (Accounts of Larry Harber);
22. Lincoln Financial Life, Contract No. 4805096 (Larry Harber);
23. Fidelity Funds, Account No. 168-00006619295 (Michael Sees);
24. Franklin Templeton, Account No. 711-0000-382252I (Michael Sees);
25. SEI Investments, Account No. 16082 (Michael Sees);
26. John Hancock Financial Services (Accounts in which Michael Sees has any right, title or interest).
27. All proceeds of the sale of the real property commonly known as:
 - a. 717 Erial Road
Pine Hill New Jersey 08202;
Camden County, Deed Book 3988, page 657
28. The real properties commonly known as:
 - a. 121 White Horse Pike
Clementon, New Jersey
Camden County, Deed Book 5982, page 138

- b. 149 Whitney Lane
Richboro, Pennsylvania
Bucks County, Deed Book 1212, page 2246

If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b), incorporating 21 U.S.C. § 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 982.

A TRUE BILL

FOREPERSON

CHRISTOPHER J. CHRISTIE
United States Attorney